



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 10  
1200 Sixth Avenue  
Seattle, Washington 98101

MAR 6 2006

Reply To  
Attn Of: ORC-158

URGENT LEGAL MATTER--PROMPT REPLY NECESSARY  
CERTIFIED MAIL--RETURN RECEIPT REQUESTED

Tom Lester  
Lester & Hyldahl, PLC  
217 Prospect Street  
Bellingham, WA 98225

RE: PM Northwest Dump Site ("Site") (5F), Swinomish Indian Reservation, Washington;  
Agreement to Reimburse EPA Past Costs Ready for Signature

Dear Mr. Lester:

The purpose of this letter is to notify you that I have signed the administrative Agreement for Recovery of Past Response Costs, EPA Docket No. CERCLA-10-2004-0216, under section 122(h)(1) of the Comprehensive Emergency Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9622(h)(1), for payment of unreimbursed past costs incurred by EPA at the PM Northwest Dump Site (the Site). The Agreement to settle EPA's past costs at the Site, which has been signed by P.M. Northwest Inc., Shell Oil Company, and Texaco Inc., is now effective.

Pursuant to sec. XIV of the Agreement, this letter provides written notice that the public comment period pursuant to Paragraph 34 has closed, and no comments were received. Paragraphs 10 and 11 of the Agreement state that within 30 of the effective date of the Agreement, the Settling Parties shall pay \$170,000 to EPA. EPA is sending a similar letter to Shell Oil Company and to Texaco Inc., the other Settling Parties to the Agreement. After the payment has been received, and EPA has settled all outstanding claims for past costs at the Site, EPA will release the lien which has been placed on the PM Northwest property.

If you have any questions about this matter, please call Rich McAllister at (206) 553-8203, or by e-mail at [mcallister.rich@epa.gov](mailto:mcallister.rich@epa.gov).

Thank you for your cooperation in this matter.

Sincerely yours,

L. Michael Bogert  
Regional Administrator

Enclosure: Agreement for Recovery of Past Response Costs,  
EPA Reg. 10 Docket No. CERCLA-10-2004-0216

cc: Scott Andrews, Swinomish Indian Tribal Community  
Robert Goodman



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Attn Of: ORC-158

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CERTIFIED MAIL--RETURN RECEIPT REQUESTED

Michael Steinbrecher, Counsel  
Texaco Inc.  
ChevronTexaco Corporation Law Department  
P.O. Box 6006  
San Ramon, California 94583-0806

RE: PM Northwest Dump Site ("Site") (5F), Swinomish Indian Reservation, Washington;  
EPA Docket No. CERCLA-10-2004-0216  
Agreement to Reimburse EPA Past Costs for Signature

Dear Mr. Steinbrecher:

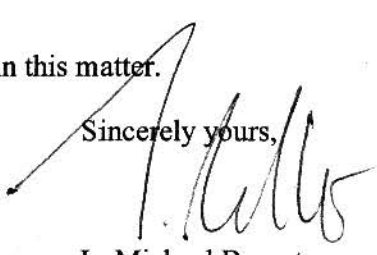
The purpose of this letter is to notify you that I have signed the administrative Agreement for Recovery of Past Response Costs, EPA Docket No. CERCLA-10-2004-0216, under section 122(h)(1) of the Comprehensive Emergency Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9622(h)(1), for payment of unreimbursed past costs incurred by EPA at the PM Northwest Dump Site (the Site). The Agreement to settle EPA's past costs at the Site, which has been signed by P.M. Northwest Inc., Shell Oil Company, and Texaco Inc., is now effective.

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If you have any questions about this matter, please call Rich McAllister at (206) 553-8203, or by e-mail at [mcallister.rich@epa.gov](mailto:mcallister.rich@epa.gov).

Thank you for your cooperation in this matter.

Sincerely yours,

  
L. Michael Bogert  
Regional Administrator

Enclosure: Agreement for Recovery of Past Response Costs,  
EPA Reg. 10 Docket No. CERCLA-10-2004-0216

cc: Scott Andrews, Swinomish Indian Tribal Community  
Robert Goodman



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REGION 10

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MAR 6 2006

Reply To  
Attn Of: ORC-158

URGENT LEGAL MATTER--PROMPT REPLY NECESSARY  
CERTIFIED MAIL--RETURN RECEIPT REQUESTED

Thomas Kearns  
Shell Oil Company  
Senior Counsel  
P.O. Box 2463  
Houston, Texas 77252

RE: PM Northwest Dump Site ("Site") (5F), Swinomish Indian Reservation, Washington;  
Agreement to Reimburse EPA Past Costs Ready for Signature

Dear Mr. Kearns:

The purpose of this letter is to notify you that I have signed the administrative Agreement for Recovery of Past Response Costs, EPA Docket No. CERCLA-10-2004-0216, under section 122(h)(1) of the Comprehensive Emergency Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9622(h)(1), for payment of unreimbursed past costs incurred by EPA at the PM Northwest Dump Site (the Site). The Agreement to settle EPA's past costs at the Site, which has been signed by P.M. Northwest Inc., Shell Oil Company, and Texaco Inc., is now effective.

Pursuant to sec. XIV of the Agreement, this letter provides written notice that the public comment period pursuant to Paragraph 34 has closed, and no comments were received. Paragraphs 10 and 11 of the Agreement state that within 30 of the effective date of the Agreement, the Settling Parties shall pay \$170,000 to EPA. EPA is sending a similar letter to Texaco Inc. and to P.M. Northwest, Inc., the other Settling Parties to the Agreement. After the payment has been received, and EPA has settled all outstanding claims for past costs at the Site, EPA will release the lien which has been placed on the PM Northwest property.

If you have any questions about this matter, please call Rich McAllister at (206) 553-8203, or by e-mail at [mcallister.rich@epa.gov](mailto:mcallister.rich@epa.gov).

Thank you for your cooperation in this matter.

Sincerely yours,

L. Michael Bogert  
Regional Administrator

Enclosure: Agreement for Recovery of Past Response Costs,  
EPA Reg. 10 Docket No. CERCLA-10-2004-0216

cc: Scott Andrews, Swinomish Indian Tribal Community  
Robert Goodman

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

**Region 10**

RECEIVED

06 MAR -6 PM 12:50

HEARINGS CLERK  
EPA--REGION 10

|  |   |                                |
|--|---|--------------------------------|
| IN THE MATTER OF:                        | ) | AGREEMENT FOR RECOVERY         |
|  | ) | OF PAST RESPONSE COSTS         |
| PM Northwest, Inc. Site                  | ) |                                |
| Swinomish Indian Reservation             | ) | U.S. EPA Region 10             |
| Laconnor, Washington                     | ) | Docket No. CERCLA-10-2004-0216 |
|  | ) |                                |
| P.M. Northwest, Inc., Shell Oil Company, | ) |                                |
| and Texaco Inc.,                         | ) |                                |
| SETTLING PARTIES                         | ) | PROCEEDING UNDER SECTION       |
|  | ) | 122(h)(1) OF CERCLA            |
|  | ) | 42 U.S.C. § 9622(h)(1)         |

**TABLE OF CONTENTS**

|       |   |    |
|-------|---|----|
| I.    | <u>JURISDICTION</u>                                 | 1  |
| II.   | <u>BACKGROUND</u>                                   | 2  |
| III.  | <u>PARTIES BOUND</u>                                | 2  |
| IV.   | <u>DEFINITIONS</u>                                  | 3  |
| V.    | <u>REIMBURSEMENT OF RESPONSE COSTS</u>              | 4  |
| VI.   | <u>FAILURE TO COMPLY WITH AGREEMENT</u>             | 5  |
| VII.  | <u>COVENANT NOT TO SUE BY EPA</u>                   | 6  |
| VIII. | <u>RESERVATION OF RIGHTS BY EPA</u>                 | 7  |
| IX.   | <u>COVENANT NOT TO SUE BY SETTLING PARTIES</u>      | 7  |
| X.    | <u>EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION</u> | 9  |
| XI.   | <u>NOTICES AND SUBMISSIONS</u>                      | 10 |
| XII.  | <u>INTEGRATION/APPENDICES</u>                       | 11 |
| XIII. | <u>PUBLIC COMMENT</u>                               | 11 |
| XIV.  | <u>EFFECTIVE DATE</u>                               | 11 |

**I. JURISDICTION**

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D.

2. This agreement is made and entered into by EPA and P.M. Northwest, Inc., Shell Oil Company, and Texaco Inc. ("Settling Parties"). Each Settling Party consents to and will not contest EPA's authority to enter into this Agreement or to implement or enforce its terms.

## **II. BACKGROUND**

3. This Agreement concerns the P.M. Northwest, Inc. Site ("Site") located in the Swinomish Indian Reservation in Laconnor, Washington. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. In performing this response action, EPA incurred response costs at or in connection with the Site.

5. Pursuant to an Administrative Order on Consent for Removal Action, U.S. EPA Region 10 Docket No. CERCLA-10-2000-0186, Shell Oil Company and Texaco Inc. completed an emergency removal site cleanup and reimbursed the oversight costs of EPA and the Swinomish Indian Community incurred after May 31, 2000.

6. EPA alleges that Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred or to be incurred at or in connection with the Site prior to May 31, 2000.

7. EPA and Settling Parties recognize that this Agreement has been negotiated in good faith and that this Agreement is entered into without the admission or adjudication of any issue of fact or law.

## **III. PARTIES BOUND**

8. This Agreement shall be binding upon EPA and upon Settling Parties and their respective parents, subsidiaries, and affiliated companies (meaning any company with the same ultimate parent as a Settling Party. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

#### **IV. DEFINITIONS**

9. Unless otherwise expressly provided herein, terms used in this Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.

e. "Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.<sup>1</sup>

f. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral or a lower case letter.

g. "Parties" shall mean EPA, and Settling Parties.

h. "Section" shall mean a portion of this Agreement identified by a Roman numeral.

i. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA

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<sup>1</sup>The Superfund currently is invested in 52-week MK notes. The interest rate for these MK notes changes on October 1 of each year. Current and historical rates are available online at [http://www.epa.gov/budget/finstatement/superfund/int\\_rate.htm](http://www.epa.gov/budget/finstatement/superfund/int_rate.htm)



has paid at or in connection with the site through May 31, 2000, plus accrued Interest on all such costs through May 31, 2000.

j. "Settling Parties" shall mean P.M.. Northwest, Shell Oil Company, and Texaco Inc.

k. "Site" shall mean the P.M. Northwest site, encompassing approximately 7 acres, located at latitude 48° 26' 48" North and longitude 122° 31' 46" West, in Eastern half of Section 10, Township 34 North, Range 2 East; recorded as the North half of the Northeast quarter of the Southeast quarter of Section 10, Township 34, Range 2 East, W.M., and the West 125 feet of that portion of Government Lot 14 in Section 11, Township 34 North, Range 2 East, W.M., lying North of the easterly projection of the South line of the North half of the Northeast quarter of the Southeast quarter of Section 10, Township 34 North, Range 2 East, W.M. "Site" shall also include all real property and natural resources in which the hazardous substances which are the subject of this Agreement have come to be located.

l. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

#### **V. REIMBURSEMENT OF PAST RESPONSE COSTS**

10. Within 30 days of the effective date of this Agreement, the Settling Parties shall pay to EPA **\$170,000.00**.

11. Payment shall be made to EPA by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to the following address, and shall be accompanied by a statement identifying the name and address of the party(ies) making payment, the Site name, the EPA Region and Site ID # "104F" and the EPA docket number for this action.

Mellon Bank  
ABA 043000261  
Account 9109125  
22 Morrow Drive  
Pittsburgh, PA 15235

12. At the time of payment, Settling Parties shall also send notice that payment has been made to EPA in accordance with Section XI (Notices and Submissions). Such notice shall reference the EPA Region and Site ID Number "104F" and the EPA docket number for this action.

13. The total amount to be paid pursuant to Paragraph 10 shall be deposited in the EPA Hazardous Substance Superfund

## **VI. FAILURE TO COMPLY WITH AGREEMENT**

14. Interest on Late Payments. If any Settling Party fails to make any payment required by Paragraph 10 by the required due date, Interest shall accrue on the unpaid balance beginning on the date of missed payment.

15. Stipulated Penalty.

a. If any amounts due to EPA under Paragraph 10 are not paid by the required date, Settling Parties shall be in violation of this Agreement and collectively shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 14 \$500 per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site/Spill ID #, and the EPA docket number for this action. Settling Parties shall send the check (and any accompanying letter) to:

U.S. Environmental Protection Agency

Region 10

P.O. Box 371099M

Pittsburgh, PA 15251

c. At the time of each payment, Settling Parties shall also send notice that payment has been made to EPA in accordance with Section XI (Notices and Submissions). Such notice shall identify the EPA Region and Site ID # "104F" and the EPA Docket Number for this action.

d. Penalties shall accrue as provided above regardless of whether EPA has notified Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.



16. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Agreement, any Settling Party who fails or refuses to comply with the requirements of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

17. The obligations of Settling Parties to pay amounts owed to EPA under this Agreement are joint and several. In the event of the failure of any one or more Settling Parties to make the payments required under this Agreement, the remaining Settling Parties shall be responsible for such payments.

18. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement. Payment of stipulated penalties shall not excuse Settling Parties from payment as required by Section V or from performance of any other requirements of this Agreement

## **VII. COVENANT NOT TO SUE BY EPA**

19. Except as specifically provided in Section IX (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Settling Parties pursuant to Sections 107(a) of CERCLA, 42 U.S.C. §§ 9607(a), to recover past response past costs. This covenant shall take effect upon receipt by EPA of all amounts required by Section V (Payment of Response Costs) and any amounts due under Section VI (Failure to Comply with Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of their obligations under this Agreement. This covenant not to sue extends only to Settling Parties and their respective parents, subsidiaries, and affiliated companies (meaning any company with the same ultimate parent) and does not extend to any other person. Upon payment of the amounts specified herein, EPA will release its lien on the subject property, which was recorded by the Skagit County Auditor on 6/20/03 at 200306200070 for Skagit County Tax Assessor's Nos. P20260, P20274, for property located near Anacortes Washington on the Swinomish Indian Reservation, described as for Parcel "A" the North half of the Northeast quarter of the Southeast quarter of Section 10, Township 34, Range 2 East, W.M.; and for Parcel "B" the West 125 feet of that portion of Government Lot 14 in Section 11, Township 34 North, Range 2 East, W.M., lying North of the easterly projection of the South line of the North half of the Northeast quarter of the Southeast quarter of Section 10, Township 34 North, Range 2 East, W.M..

### **VIII. RESERVATIONS OF RIGHTS BY EPA**

20. EPA reserves, and this Agreement is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 19. Notwithstanding any other provision of this Agreement, EPA reserves, and this Agreement is without prejudice to, all rights against Settling Parties with respect to:

- a. liability for failure of Settling Parties to meet a requirement of this Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments

21. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement

### **IX. COVENANT NOT TO SUE BY SETTLING PARTIES**

22. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of response actions at or in connection with the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Washington State Constitution, the Tucker Act, 28 U.S.C.

§ 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

23. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

24. Settling Parties agree not to assert any claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any other person. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Party. This waiver also does not apply to contractual claims that the Parties may have against each other relating to the Site.

25. Settling Parties agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Settling Parties with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

26. The waiver in Paragraph 25 shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Settling Party. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "RCRA"), 42 U.S.C. § 6972, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

#### **X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

27. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. The Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

28. EPA and Settling Parties agree that the actions undertaken by Settling Parties in accordance with this Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section II of this Agreement.

29. The Parties agree that Settling Parties are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Past Response Costs.

30. Each Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Agreement

31. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the

instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Section VII.

## **XI. NOTICES AND SUBMISSIONS**

32. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and Settling Parties.

### **As to EPA:**

Rich McAllister  
Assistant Regional Counsel  
U.S. EPA Region 10 (ORC-158)  
1200 Sixth Avenue  
Seattle, Washington 99101

### **As to Settling Parties:**

Shell Oil Company  
Thomas Kearns  
Senior Counsel  
P.O. Box 2463  
Houston, Texas 77252

Texaco Inc.  
Michael Steinbrecher, Counsel  
ChevronTexaco Corporation Law Department  
P.O. Box 6006  
San Ramon, California 94583-0806

P.M.. Northwest  
Tom Lester  
Lester & Hyldahl  
217 Prospect Street  
Bellingham, Washington 98225



## **XII. INTEGRATION**

33. This Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement.

## **XIII. PUBLIC COMMENT**

34. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

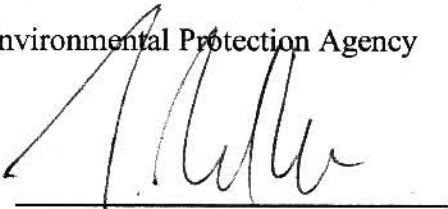
## **XIV. EFFECTIVE DATE**

35. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 34 has closed and that comments received, if any, do not require modification of or withdrawal by the United States from this Agreement.

### **IT IS SO AGREED:**

U.S. Environmental Protection Agency

By:



L. Michael Bogert  
Regional Administrator



Date



THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of CERCLA-10-2004-0216, relating to the P.M. Northwest Site:

FOR SETTLING PARTY: Shell Oil Company

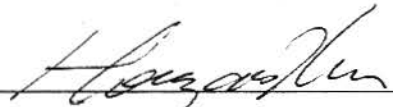
By: Karen A. Lyon  
[Name]

9/20/05  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of CERCLA-10-2004-0216, relating to the P.M. Northwest Site:

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of CERCLA-10-2004-0216, relating to the P.M. Northwest Site:

FOR SETTLING PARTY: Texaco Inc.

By:   
[Name] **Hongyan Xun**

August 30, 2005  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of CERCLA-10-2004-0216, relating to the P.M. Northwest Site:

FOR SETTLING PARTY: P.M. Northwest

By: John G. Huntley  
[Name]

8-29-05  
[Date]